rule were not applied in the principal case, any employee, however subordinate, might conceivably obtain an injunction without the intervention of the corporation. Yet clearly the corporation would be affected by the result. Some cases appearing in conflict with the principal case are explicable on the ground that the corporation's interest was really dissimilar, or even antagonistic to the plaintiff's interest. See *Carroll* v. *Chesapeake & Ohio Coal Agency Co.*, 124 Fed. 305; *Doctor* v. *Harrington*, 196 U. S. 579. Other cases have allowed the holder of mortgage bonds to enjoin striking employees of a corporation, though the corporation was not joined as a party plaintiff. *Ex parte Haggerty*, 124 Fed. 441; *Jennings* v. *United States*, 264 Fed. 399. But *cf. Consolidated Water Co.* v. *City of San Diego*, 93 Fed. 849. Possibly these cases are distinguishable from the principal case, because of the distinct interest of the bondholder; but if not, it seems that the principal case enunciates the sounder rule of practice.

INTERSTATE COMMERCE — CONTROL BY STATES — EXCESSIVE INSPECTION FEE AS A BURDEN ON INTERSTATE COMMERCE. — A state statute required the inspection of all petroleum oil sold in the state, imposed a fee many times the cost of inspection, and declared a violation of the requirement a misdemeanor. Petitioner imported oil from other states and sold it partly by the original tank cars in which it was imported and partly by retail from such cars. Petitioner prayed that the enforcement of the statute against its business be enjoined. *Held*, that the collection of fees for the inspection of oil sold in the original tank cars be enjoined. *Texas Co.* v. *Brown*, 266 Fed. 577.

A state may not exclude nor interfere with the sale of objects of interstate commerce in their original packages. *Leisy* v. *Hardin*, 135 U. S. 100; *Schollenberger* v. *Pennsylvania*, 171 U. S. 1. It may, however, provide for their inspection and fix a fee for the same. *Red "C" Oil Co.* v. *North Carolina*, 222 U. S. 380; *Savage* v. *Jones*, 225 U. S. 501. A genuine inspection fee is valid even though somewhat excessive. *Patapsco Guano Co.* v. *North Carolina*, 171 U. S. 345; *Pure Oil Co.* v. *Minnesota*, 248 U. S. 158. But wher a fee is so excessive as to indicate a disguised revenue measure it has, in recent decisions with which the principal case accords, been held an unconstitutional burden on interstate commerce. *Foote* v. *Maryland*, 232 U. S. 494; *Bartels Northern Oil Co.* v. *Jackman*, 29 N. D. 236, 150 N. W. 576. This is so though the transit is ended and an identical fee is imposed on domestic goods. *Castle* v. *Mason*, 91 Ohio St. 296, 110 N. E. 463; *Standard Oil Co.* v. *Graves*, 249 U. S. 389. See also *Askren* v. *Continental Oil Co.*, 252 U. S. 444. These decisions seem to conflict with the authority holding that a state may impose a non-discriminatory property tax on interstate goods which, though still in their original packages, have come to rest within it. *Brown* v. *Houston*, 114 U. S. 622; *Pittsburgh & S. Coal Co.* v. *Bates*, 156 U. S. 577. The distinction may be that here, by making the so-called "inspection" tax a prerequisite to sale, the state is wrongfully attempting to regulate the disposition of goods still in interstate commerce. See *American Steel & Wire Co.* v. *Speed*, 192 U. S. 500, 521. See also JUDSON, INTERSTATE COMMERCE, §§ 18, 19. This technical distinction results, however, in this case, in unfair discrimination against domestic goods.

MASTER AND SERVANT — WORKMEN'S COMPENSATION ACTS — FALLING ASLEEP AS BREAKING COURSE OF EMPLOYMENT. — Deceased was engaged in exceptionally fatiguing work, such that workers went out to rest for a few minutes every "now and then." Deceased went a hundred yards to another building, lay down on a pile of bricks and slept three hours. The foreman, as a joke, threw a brick on the roof, to wake him. The brick passed through the roof and struck him in the stomach, causing fatal injuries. Plaintiff, a

dependent, sued under the Employers' Liability Act of New Jersey. P. L. 1911, p. 136. *Held*, that the accident did not arise in the course of the employment. *Colucci* v. *Edison Cement Co.*, 111 Atl. 4 (N. J.).

Definitions of the words "in the course of the employment" have varied. See BRADBURY, WORKMEN'S COMPENSATION, 3 ed., c. 13. It is settled that employment includes more than the hours for which wages are paid. *Sharp* v. *Johnson*, [1905] 2 K. B. 139. An employee who remains to eat lunch on the premises, from choice, is not out of the course of his employment merely because he draws no pay. *Blovelt* v. *Sawyer*, [1904] 1 K. B. 271. The broader view is that anyone doing at the place of work what might reasonably be expected is in the course of his employment. See *Moore* v. *Manchester Liners*, [1910] A. C. 498, 500. See Francis H. Bohlen, "A Problem in the Drafting of Workmen's Compensation Acts," 25 HARV. L. REV. 401, 406. If a man is employed to keep awake, *e. g.*, as a watchman, sleeping is an abandonment of the work. *Gifford* v. *Patterson*, 222 N. Y. 4. Otherwise, going to sleep during the work does not *per se* break the course of the employment. *Dixon* v. *Andrews*, 91 N. J. L. 373, 103 Atl. 410. The court distinguishes the principal case in that deceased, like the watchman in *Gifford* v. *Patterson*, abandoned his work. But if resting upon the premises was an incident to the work, this distinction seems somewhat artificial.

PARENT AND CHILD — EMANCIPATION — EFFECT OF ENLISTMENT ON DUTY TO SUPPORT. — By a divorce decree the mother was awarded custody of a minor son. Shortly thereafter the son went back to live with the father. During this period he contracted for his services and disposed of his wages as he saw fit. He subsequently joined the marines with his father's consent but without the knowledge of his mother. The father was killed, and the son claimed under the workmen's compensation act as one whom the deceased was under a legal obligation to support. 1911 ILL. LAWS, 315. *Held*, that the claimant is not entitled to recover. *Iroquois Iron Co.* v. *Industrial Comm.*, 128 N. E. 289 (Ill.).

The father is under a legal duty to support his children. *Spenser* v. *Spenser*, 97 Minn. 56, 105 N. W. 483; see TIFFANY, PERSONS AND DOMESTIC RELATIONS, §§ 114, 115. Emancipation of a child able to support himself releases the father from this obligation. *Varney* v. *Young*, 11 Ver. 258. But award of custody to the mother does not destroy the father's duty to support the child. *Pretzinger* v. *Pretzinger*, 45 Ohio St. 452, 15 N. E. 471; see 2 BISHOP, MARRIAGE, DIVORCE AND SEPARATION, § 1223. Such an award, however, terminates all other parental rights of the father and transfers them to the mother. *Lee* v. *People*, 53 Colo. 507, 127 Pac. 1023; *Wilkinson* v. *Deming*, 80 Ill. 342. Consequently in the principal case, as emancipation would destroy the right of custody which had been awarded to the mother, she alone could emancipate and end the father's duty to support. The court overlooked this significant factor, but reached the correct result, as it seems there was emancipation by the mother. Enlistment with parental consent emancipates. *Baker* v. *Baker*, 41 Ver. 55; see also *Halliday* v. *Miller*, 29 W. Va. 424, 1 S. E. 821. Moreover, enlistment without consent seems to emancipate, at least until it is ended, as power to control is removed from the parent. *Com. ex rel. Engle* v. *Morris*, 1 Phila. 381; *Dean* v. *Oregon R. and Navigation Co.*, 44 Wash. 564, 87 Pac. 824. Even before the enlistment, however, emancipation by the mother is evident. Where a minor contracts on his own account for his services with the knowledge of his parent, emancipation is implied. *Rounds Bros.* v. *McDaniel*, 133 Ky. 669, 118 S. W. 956.

PHYSICIANS AND SURGEONS — LIABILITY OF PHYSICIAN FOR REVEALING CONFIDENTIAL INFORMATION REGARDING PATIENT OUT OF COURT. — The